

1. **Services to be furnished** -- The Contractor shall provide all services as identified on Attachment A, OSF KSC ODIN ORDERING QUANTITIES.
2. **Price List** -- The unit prices set forth the OSF PRICE LIST are applicable to the services ordered under this Delivery Order. The OSF PRICE LIST will be maintained and made available electronically by the Government. These unit prices are valid for all quantities within +/- 5% of the aggregate minimum/maximum quantities within a service category (e.g., desktop and server) set forth in Attachment Q of Contract NAS5-98144.

If applicable, the following unit prices shall apply in lieu of the respective prices reflected in the OSF PRICE LIST:

- a. If at least 25% of the total ordered seats within a category (i.e. GP and SE) include the Enhanced service level for Hardware Maintenance, then the unit price will be \$5.33.
 - b. If at least 25% of the total ordered seats within the GP and SE seat categories include the Enhanced service level for integrated Customer Support/Help Desk then the unit price will be \$2.66.
1. **Transition Bonus** -- In accordance with Contract Section A.1.7, a bonus of up to \$60,000 is available for completing a smooth transition at KSC. After one hundred eighty (180) days from the beginning of the period of performance, the Government will determine the earned amount. After determination has been made, the Government will notify the Contractor of the earned amount. The Contractor will then submit an invoice for payment of the earned transition bonus amount.
 2. There is no Due Diligence price adjustment applicable to this Delivery Order.
 3. The total amount of this Delivery Order is \$22,406,640.74.
 4. Pursuant to Contract Section A.1.32.2, the NASA FAR Supplement (NFS) clause 1852.232-77 Limitation of Funds (Fixed-Price Contract) is incorporated in this Delivery Order. The full-text of this clause is provided as Attachment B to this Delivery Order. The following data is provided to complete the NFS clause.

(a) \$1,071,000 is presently available for payment and allotted to this Delivery Order

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	Amounts
(tbd)	

(c) (1) January 20, 1999

5. The accounting and appropriation data for this Delivery Order is provided below:

IM/CW-1/301003/2929C/34/99/BX \$1,071,000

6. The period of performance for this Delivery Order shall be thirty-six months beginning December 1, 1998 and ending November 30, 2001.

7. Authorized Officials –

Delivery Order Contracting Officer (DOCO): Marjorie Ann Nelson

Alternate DOCO: Jane M. Reutter

Delivery Order Contracting Officer's

Technical Representative (DOCOTR): Jeanne O'Bryan

8. **Retainage Pools** -- In accordance with Contract Section A.1.8, the Government shall withhold the following amounts from the sum of the monthly seat/system prices submitted on the invoices for this Delivery Order and subsequent modifications. These amounts will be deducted from the monthly invoiced amounts and disbursed if authorized by the ODIN Program Manager. Any amounts not authorized for disbursement will not be carried forward and the Delivery Order will be unilaterally modified to decrease the order dollar value.

(a) Three (3) percent for the Performance Retainage Pool (PRP)

(b) One (1) percent for the Metric Performance Retainage Pool (MPRP)

11. **Specialized Requirements** (pursuant Contract Article C.5.9)

(a) Pursuant to Contract Section A.1.15 PROCEDURES TO EFFECT SPECIALIZED REQUIREMENTS, only the persons listed as Authorized Officials in paragraph 6 above are authorized to initiate the specialized requirements that cause a price change in this Delivery Order.

(b) Pursuant to Contract Section C.5.9.2, the mission freeze notification time is no less than three working days prior to the freeze. An individual ODIN user or the DOCOTR may request a mission freeze by calling the ODIN Help Desk. The Contractor shall be responsible for tracking the mission freeze requirements and reporting the occurrences and duration to the DOCOTR. If access is required during the mission freeze, the Contractor shall coordinate access with the requesting user or applicable organization.

(c) For the priority service pursuant to Contract Section C.5.9.4.2, the Contractor shall be responsible for obtaining approval from the DOCOTR prior to providing priority service under this Delivery Order. The response time requirement shall begin with the receipt of the approval from the DOCOTR.

12. **Desktop File Services** -- In accordance with Contract Section E.3.1.15, the Contractor shall provide a minimum of 50 MB of server file space for each ordered ODIN seat that includes the basic service level.

13. **Asset Transition** -- The Contractor shall submit, within sixty (60) of the date of this Delivery Order, the initial Asset Transition charge for the period of performance through November 30, 2001. As a minimum, the value shall be updated quarterly. The asset transition value will be calculated using the remaining lease value for all of the contractor-provided assets (both hardware and software) and the

number of months remaining on the lease at the end of the delivery order. This applies to all classes of contractor-provided assets, including desktops, servers, telephones, and other communication assets. The Contractor shall include provisions in all purchase and lease arrangements, both for hardware and software, for transfer to a successor Contractor or Government. Catalog ordered items are **NOT** to be included in the asset transition value but shall be listed separately for identification purposes without an asset transition value.

14. **On-site space/facility** -- The Government will provide on-site facilities/space for the Contractors use in performing the services required under this Delivery Order. The location and size of the facilities/space will be mutually agreed upon. The price for this space is assessed at an annual rate of \$20 per square foot and includes electricity, HVAC, plumbing, janitorial services, fire protection, emergency medical, local telephone service, connection to Local Area Networks, and office furniture (based on availability). The price of these services will be reflected as a credit to the Government on each monthly invoice.
15. **Use of Existing Government Assets** – Pursuant to Contract Section A.1.14 (a), the NFS clauses 1852.245-77 and 1852.245-71- ALTERNATE I are incorporated in full text and provided as attachments to this Delivery Order. These clauses are modified to reflect the following changes:
 - (a) The first sentence of paragraph (b)(1) of 1852.245-77 is changed to read “ Equipment to be made available will be incorporated by a subsequent modification to this Delivery Order.”
 - (b) The property or services identified in paragraphs (c) and (j) are not authorized under this Delivery Order.
 - (c) Contract Section A.1.14 identifies the contractor user responsibilities for paragraph (a) of 1852.245-71.
16. **Customer Satisfaction** -- Contract Table F.1.1 is revised to incorporate the Customer Satisfaction metrics applicable to this Delivery Order.

Contract Article F.1.1 LEVEL 1 METRICS (revised)

The Contractor shall meet or exceed the metrics specified in Level 1 Metrics Table F.1.1. for each classification of ODIN seat/system. The Contractor shall calculate and report service delivery, availability, and customer satisfaction metrics for each functional area listed in Table F.1.1 monthly to each Center according to DRD 2. The Contractor shall use the same information to create and report quarterly and annual rollups. Desktop User Services availability percentage is calculated based on outages for ODIN provided services accessed through desktop seats. This includes Desktop Seats, Server Services, LAN Interface Services, and Remote Communication Services. This metrics shall be made available to the Government or its agents.

Table F.1.1 – Level 1 Metrics Table

	Service Delivery (%)	Availability (%)	Customer Satisfaction (%)
Desktop User Services	98	98	90/92/95 *
Phone Service	95	99.9	90/92/95 *
Fax Service	95	99.5	90/92/95 *
Local Video Service	95	99.5	90/92/95 *
Administrative Radio Service	95	99.9	90/92/95 *
Public Address Service	95	99.5	90/92/95 *

* 90% Year 1; 92% Year 2; 95% Year 3

17. **Platform Performance Specifications** -- During the period of performance, the Contractor shall meet or exceed the performance levels for each platform as specified in Attachment C.
18. **Personnel Access to Government Premises** -- In accordance with Contract Clause A.1.25.2, the clause KSC 52.204-90 SECURITY CONTROLS AT KSC (SEP 1998) is hereby incorporated by full text. The full text of the clause is provided as Attachment D.
19. **Data Requirement Documents (DRD)** – In addition to the DRD Listing in Table B.1 of Contract NAS5-98144, the following data requirements are applicable to this delivery order:
 - a. DRD# ODIN-OSF-1 Reports, Supporting Invoice Data
 - b. DRD# ODIN-OSF-2 Reports, Telephone Call Detail
 - c. DRD# ODIN-OSF-3 Reports, Security

Attachments:

- A. OSF KSC ODIN ORDERING QUANTITIES (74 pages)
- B. 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (2 pages)
- C. MINIMUM PERFORMANCE LEVELS (1 page)
- D. KSC 52.204-90 SECURITY CONTROLS AT KSC (SEP 1998) (1 page)
- E. 1852.245-77 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (JULY 1997) (1 page)
- F. 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JUNE 1998) - ALTERNATE I (MARCH 1989) (1 page)
- G. DRD# ODIN-OSF-1 REPORTS, SUPPORTING INVOICE DATA (2 pages)
- H. DRD# ODIN-OSF-2 REPORTS, TELEPHONE CALL DETAIL (2 pages)
- I. DRD# ODIN-OSF-3 REPORTS, SECURITY (1 page)

ATTACHMENT B

1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)

(a) Of the total price of the delivery order, the sum of \$_____ is presently available for payment and allotted to this order. It is anticipated that from time to time additional funds will be allocated to the order in accordance with the following schedule, until the total price of the delivery order is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	Amounts
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(b) The Contractor agrees to perform or have performed work on the delivery order services up to the point at which, if this order is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the order. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the order, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until _____.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 30 days the work will reach a point at which, if the order is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 85 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 30 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the order for a further period as may be specified in the order or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this order on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

ATTACHMENT B

1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)
(continued)

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the order shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this order, the Contractor incurs additional costs or is delayed in the performance of the work under this order, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this order.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

ATTACHMENT C

MINIMUM PERFORMANCE LEVELS

The following table represents the minimum performance levels that shall be met or exceeded for each platform for each quarterly technology refreshment period during the performance of this delivery order.

Platforms	PC Desktop Scale	Mac Desktop Scale	PC Laptop Scale	Mac Laptop Scale	UNIX Desktop Scale
PC Desktops					
Entry-Level	64.0				
Mid- Level	73.0				
High-End	86.4				
Macintosh Desktops					
Entry-Level		58.7			
Mid- Level		75.3			
High-End		100.0			
PC Laptops					
Entry-Level			63.0		
Mid- Level			78.8		
High-End			90.0		
Macintosh Laptops					
Entry-Level				57.6	
Mid- Level				100.0	
High-End				100.0	
UNIX Desktop					
Entry-Level					45.1
Mid- Level					59.4
High-End					85.6

ATTACHMENT D

KSC 52.204-90 SECURITY CONTROLS AT KSC (SEP 1998)

a. Identification of Employees

1. The contractor shall require each employee engaged on the work site to display NASA-furnished identification badges and special access badges at all times. The contractor shall obtain and submit badging request forms for each person employed or to be employed by the contractor under this contract. The contractor shall designate its own security and badging officials to act as points-of-contact for the KSC Security Office. Prior to proceeding with onsite performance, the contractor shall submit the following information to the NASA Security Office, Code FF-S1-B, Kennedy Space Center:

- (a.) Delivery Order number and location of work site(s)
- (b.) Delivery Order commencement and completion dates
- (c.) Status as prime or subcontractor
- (d.) Names of designated security and badging officials

2. Identification and badging of employees shall be accomplished as soon as practicable after award of the order. During performance of the order, the contractor shall, upon termination of an employee, immediately deliver badges and/or passes issued to the employee to the NASA Security Office. It is agreed and understood that all NASA identification badges/passes remain the property of NASA and the Government reserves the right to invalidate such badges/passes at any time.

b. Access to Controlled Areas within KSC

1. Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a guard or monitoring device. Access into such areas is classified into "escorted" or "unescorted" access. For each employee for which the contractor desires to have unescorted access, the prescribed forms must be submitted to the NASA Security Office. Due to the time required to process requests for unescorted access, the contractor is advised to complete and submit the required forms as soon as practicable after delivery order award. Within 14 working days after the receipt of the forms, the NASA Security Office will determine whether the person is eligible for unescorted access.

2. The prime contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access.

3. All requests for unescorted access by subcontractors will be submitted through the prime contractor for forwarding to the NASA Security Office.

(End of clause)

ATTACHMENT E

1852.245-77 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (JULY 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available will be incorporated by a subsequent modification to this Order. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) (deleted for this Order)

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation service facilities: None

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) (deleted for this Order)

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(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

ATTACHMENT F

**1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JUNE 1998) -
ALTERNATE I (MARCH 1989)**

- (a) The Government property described in the clause at 1852.245-77, List of Installation- Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities: as defined by Contract NAS5-98144 Section A.1.14(a)(1)

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

- (b)(1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
- (i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
 - (ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
 - (iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
 - (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.
- (2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.
- (3) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable

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records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.